

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																																												
NATURE OF CONVEYANCE:	SECURITY INTEREST																																												
CONVEYING PARTY DATA																																													
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TRADEMARK  
REEL: 004441 FRAME: 0237

Registration Number:	3276218	HYPER-1553
Registration Number:	3764818	TOTAL-ACE
Registration Number:	3848403	ACEXTREME
Registration Number:	3861481	BUSTRACER
Serial Number:	85073765	TOTAL ACEXTREME

#### CORRESPONDENCE DATA

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Email: kellie.weilbrenner@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

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Address Line 2: Attn: Alvaro Arce, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2287
NAME OF SUBMITTER:	Alvaro Arce
Signature:	/alvaro arce/
Date:	12/27/2010

#### Total Attachments: 10

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2010, is made by Data Device Corporation, a Delaware corporation located at 105 Wilbur Place, Bohemia, New York, NY 11716 ("DDC"), Beta Transformer Technology Corporation, a New York corporation ("Beta", together with DDC, the "Assignors") in favor of in favor of Credit Suisse AG, Cayman Islands Branch, located at Eleven Madison Avenue, New York, New York 10010, in its capacity as Collateral Agent pursuant to the Credit Agreement, as pledgee, assignee and secured party (the Collateral Agent, in such capacity and together with any successors in such capacity, the "Assignee"). Capitalized terms used in this Agreement but not otherwise defined herein shall have the meaning set forth or incorporated by reference in the Security Agreement (as defined below).

WHEREAS, each of the Assignors have, pursuant to that certain Security Agreement dated as of December 23, 2010 (the "Security Agreement"), made by ILC INDUSTRIES, LLC, a Delaware limited liability company ("Borrower"), ILC HOLDINGS, INC., a Delaware corporation ("Holdings"), the Guarantors parties thereto (together with Holdings, the "Guarantors"), as grantors, assignors and debtors (the Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Grantors," and each, a "Grantor"), in favor of the Assignee, pledged and granted to the Assignee and its successor and assigns, for the ratable benefit of the Secured Parties, a First Priority lien on and security interest in, all of Assignors' right, title and interest in, to and under the Pledged Collateral, including Trademarks.

WHEREAS, in accordance with the Security Agreement, Assignors and Assignee wish to further memorialize the security interest described above as it relates to Trademarks, including the Trademarks identified in Schedule 1 hereto.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

Section 1. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance in full of all the Obligations, each Assignor hereby pledges and grants to the Assignee and its successors and assigns, for the ratable benefit of the Secured Parties, a First Priority lien on and security interest in, all of such Assignor's right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired, or arising, and wherever located (the "Trademark Collateral"):

(a) all trademark registrations (including service marks) and applications, and material unregistered trademarks and trade names (including, but not limited to, logos, slogans, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names) owned by or assigned to such Assignor and all registrations and applications for the foregoing in the United States or any other country or any political subdivision thereof, including, without limitation, the registrations and applications listed in Schedule 11(a) annexed to the Perfection Certificate and set forth in Schedule 1 hereto, together with any and all (i) rights and privileges

arising under applicable law with respect to the foregoing, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof;

(b) all goodwill connected with the use of and symbolized by any of the foregoing and

(c) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to such Assignor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary herein, the security interest pledged and granted by this Agreement shall not extend to, and the term Trademark Collateral shall not include any intent-to-use application for Trademark registration pending in the United States Patent and Trademark Office prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, only to the extent and for so long as the granting by an Assignor of a security interest therein would result in the loss by such Assignor of any material rights therein, or impair the validity or enforceability of any registration that issues therefrom under applicable federal law.

Section 2. Security Agreement. The security interest pledged and granted pursuant to this Agreement is pledged and granted in connection with the security interest pledged and granted to the Assignee pursuant to the Security Agreement and the Assignors hereby acknowledge and agree that the rights and remedies of the Assignee with respect to the security interest in the Trademark Collateral pledged and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 3. Execution in Counterparts. This Agreement, and any amendments, waivers, consents or supplements hereto, may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

Section 4. Termination. The Trademark Collateral shall be released from the Liens of this Agreement in accordance with the provisions of the Security Agreement.

Section 5. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the state of New York, without regard to conflicts of law principles that would require the applications of the laws of another jurisdiction.

*(Signature page follows)*

IN WITNESS WHEREOF, each of the Assignors has duly executed and delivered, by their duly authorized officers, this TRADEMARK SECURITY AGREEMENT as of the date first written above.

DATA DEVICE CORPORATION, as  
Assignor

By: Kenneth J. Sheedy  
Name: Kenneth J. Sheedy  
Title: Vice President Finance and Secretary

BETA TRANSFORMER TECHNOLOGY  
CORPORATION, as Assignor

By: Kenneth J. Sheedy  
Name: Kenneth J. Sheedy  
Title: Vice President, Treasurer and Secretary

*[Signature Page to Trademark Security Agreement]*

Acknowledged and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Assignee

By: 

Name: **Ari Bruger**  
Title: **Vice President**




By: 

Name: **KEVIN BUDDHDEW**  
Title: **ASSOCIATE**

*[Signature Page to Trademark Security Agreement]*


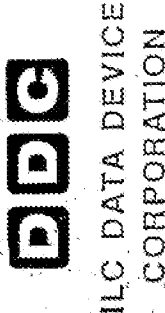

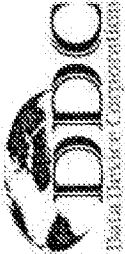
# Schedule 1


## Trademarks

Mark	Jurisdiction	Record Owner(s)	Appl. No. Filing Date	Reg. No. Reg. Date
DDC	US	Data Device Corporation	72/230518 19-OCT-1965	0830114 13-JUN-1967
DDC	US	Data Device Corporation	73/228113 20-AUG-1979	1176957 10-NOV-1981
MONOBRID	US	Data Device Corporation	73/255675 27-MAR-1980	1176981 10-NOV-1981
	US	Data Device Corporation	73/226862 09-AUG-1979	1179898 01-DEC-1981
BTTC	US	Beta Transformer Technology Corporation	73/704450 07-JAN-1988	1499398 09-AUG-1988
BETA TRANSFORMER TECHNOLOGY CORPORATION	US	Beta Transformer Technology Corporation	73/704449 07-JAN-1988	1500389 16-AUG-1988
	US	Beta Transformer Technology Corporation	73/704451 07-JAN-1988	1502909 06-SEP-1988
STAR SERIES	US	Data Device Corporation	75/655019 05-MAR-1999	2443276 10-APR-2001
	US	Data Device Corporation	75/654653 05-MAR-1999	2571819 21-MAY-2002
MINI-ACE	US	Data Device Corporation	78/264051 18-JUN-2003	2843241 18-MAY-2004
MICRO-ACE	US	Data Device Corporation	78/169292 30-SEP-2002	2940684 12-APR-2005

Mark	Jurisdiction	Record Owner(s)	Appl. No. Filing Date	Reg. No. Reg. Date
FIBREACCESS	US	Data Device Corporation	78/271553 08-JUL-2003	2946939 03-MAY-2005
FIBREMATRIX	US	Data Device Corporation	78/271559 08-JUL-2003	2980213 26-JUL-2005
HYPER-1553	US	Data Device Corporation	78/418998 14-MAY-2004	3276218 07-AUG-2007
TOTAL-ACE	US	Data Device Corporation	77/627539 05-DEC-2008	3764818 23-MAR-2010
ACEXTREME	US	Data Device Corporation	77/617254 19-NOV-2008	3848403 14-SEP-2010
BUSTRACER	US	Data Device Corporation	77/613987 13-NOV-2008	3861481 12-OCT-2010
TOTAL ACEXTREME	US	Data Device Corporation	85/073765 29-JUN-2010	
BTTC	Canada	Beta Transformer Technology Corporation	0628565	TMA371803
BTTC and Design	Canada	Beta Transformer Technology Corporation	0628609	TMA380296
BTTC	France	Beta Transformer Technology Corporation	INPI 128243 02-MAY-1989	N 1527031 N/A
BBBB BTTC and design	France	Beta Transformer Technology Corporation	INPI 128244 02-MAY-1989	N 1527032 N/A
BTTC and design	Germany	Beta Transformer Technology Corporation	B 84851 24-JUN-1988	2091801 13-FEB-1995
BTTC and design	UK	Beta Transformer Technology Corporation	B1345232 24-MAY-1988	B1345232 N/A
BTTC	UK	Beta Transformer Technology Corporation	B1345233 24-MAY-1988	B1345233 N/A

Mark	Jurisdiction	Record Owner(s)	Appl. No. Filing Date	Reg. No. Reg. Date
DDC Data Device CORPORATION and design	Norway	Data Device Corp	199908989 02-SEP-1999	207765 05-APR-2001
DDC	Japan	Data Device Corp.	S55-054989 07-JUL-1980	2709359 31-AUG-1995
STAR SERIES	Japan	Data Device Corp.	H11-079307 02-SEP-1999	4473091 11-MAY-2001
DDC DATA DEVICE CORPORATION and design	Japan	Data Device Corp.	H11-079306 02-SEP-1999	4521361 09-NOV-2001
DDC	Canada	Data Device Corporation	0461832 19-NOV-1980	TMA260056 19-JUN-1981
DDC DATA DEVICE CORPORATION and Design	Canada	Data Device Corporation	1027762 1-SEP-1999	TMA570344 21-AUG-2001
DDC Data Device Corporation and design	EU	Data Device Corporation	1299254 01-SEP-1999	1299254 21-AUG-2001
STAR Series	EU	Data Device Corporation	1301795 02-SEP-1999	1301795 04-APR-2001
DDC ON BOARD	EU	Data Device Corporation	2040574 28-DEC-2000	2040574 15-DEC-2003
PYTHON	EU	Data Device Corporation	3615572 30-DEC-2003	3615572 19-APR-2005
HYPER-1553	EU	Data Device Corporation	4131033 12-NOV-2004	4131033 18-JAN-2006
DDC	EU	Data Device Corporation	545988 26-MAY-1997	545988 11-FEB-2000
MONOBRID	Ireland	Data Device Corporation	97637 05-AUG-1980	97637 N/A
DDC	South Korea	Data Device Corporation	40-1990-16623 07-JUN-1990	400234743 26-MAR-1992

Mark	Jurisdiction	Record Owner(s)	Appl. No. Filing Date	Reg. No. Reg. Date
PYTHON	South Korea	Data Device Corporation	40-2004-00096 02-JAN-2004	400613065 29-MAR-2005
DDC	Sweden	Data Device Corporation	1980/06807 22-DEC-1980	184537 23-DEC-1982
MONOBRID	UK	Data Device Corporation	1138502 08-AUG-1980	1138502 N/A
DDC	UK	Data Device Corporation	B1136337 01-JUL-1980	B1136337 N/A
	Hong Kong	Data Device Corporation	2002B06341	2002B06341 5/24/2002
	Hong Kong	Data Device Corporation	1992B01880	1992B01880 5/12/1992
	Singapore	Data Device Corporation		T99094751 3/5/1999
DDC	Israel	Data Device Corporation	50416 7/4/1980	
	Israel	Data Device Corporation	130455 9/2/1999	

Mark	Jurisdiction	Record Owner(s)	Appl. No. Filing Date	Reg. No. Reg. Date
STAR SERIES	Israel	Data Device Corporation	130456 9/2/1999	
DDC ON BOARD	Israel	Data Device Corporation	145401 12/28/2000	
B T T C	Israel	Beta Transformer Technology Corporation	69514 09/06/1988	
	Israel	Beta Transformer Technology Corporation	69515 09/06/1988	
	Israel	Beta Transformer Technology Corporation	69516 09/06/1988	
DDC Data Device Corporation	Taiwan	DDC (Data Device Corporation)	088044311	01043588 6/16/2003
	Taiwan	Data Device Corporation	072033050	00430704 5/16/1986